

WATERSHED RESTORATION AGREEMENT

THIS AGREEMENT, made and entered into this ____ **day of** ____, _____, by and among the Landowner(s), _____, hereinafter called “the **Owner(s)**,” for themselves, executors, administrators, successors, and assigns; and _____, hereinafter called “the **Recipient**”, and the U.S. Fish and Wildlife Service, hereinafter called the “**Service**”. This Agreement is in association with the “**XYZ Project Project**”, and Cooperative Agreement # _____.

WHEREAS the Owner(s), Recipient, and Service wish to join as participants to restore and/or enhance fish and wildlife habitats, and, overall, help improve the quality of habitats in the **XYZ Watershed**;

IN CONSIDERATION of the above, the parties agree as follows:

I. PURPOSE OF AGREEMENT. The Agreement is to facilitate cooperation among the three parties identified in a specific habitat restoration effort as part of a watershed restoration program known as the “Jobs In The Woods” Watershed Restoration Program. The program is a component of the Record of Decision (USDA, USDI 1994a) signed April 14, 1994 by the Secretaries of the Departments of Agriculture and the Interior adopting Alternative 9 (The Northwest Forest Plan) from the *Final Supplemental Environmental Impact Statement on Management of Habitat for Late-Successional and Old-Growth Related Species Within the Range of the Northern Spotted Owl* (USDA, USDI 1994b).

The project is summarized in **Attachment 1, Project Work Plan Summary**. The **Complete Project Work Plan** is identified in **Attachment 2**. The location of the project area is: _____ Quadrangle, Township____, Range____, Sections____; This Agreement describes the interchange of services, equipment, and funds to meet the objectives of the project.

II. OBJECTIVES. The objectives of this cooperative effort are:

1. To facilitate the restoration, protection, and enhancement of aquatic, riparian, and adjacent upland habitats for the benefit of aquatic and forest-dependent species identified in The Northwest Forest Plan.
2. To improve economic conditions in the Pacific Northwest by providing employment opportunities for workers from timber-dependent communities and by providing support for landowners through the implementation of habitat restoration projects on non-federal lands as identified in The Northwest Forest Plan.

III. TERM OF AGREEMENT.

The term of this agreement, will be for a period of not less than 10 years, commencing on the date of acceptance of this Agreement by the Owner(s), the Recipient and the Service beginning_____ **and ending** _____. In the event of an act of nature which results in partial or complete failure of the project, the Owner(s)and/or Recipient will not be held responsible for costs incurred up to the date of the act of nature. Acts of nature include, but are not limited to: floods, earthquakes, volcanic eruptions, wind storms.

IV. SPECIFIC OBLIGATIONS OF THE PARTIES

A. The **Owner(s)**'s shall:

1. manage the project area, consistent with the purposes of watershed restoration improvements funded by the Service, and as identified and described in the Attachments 1 and 2, and the Cooperative

4. warrant that the Owner(s) has record title to the project area and the Owner(s) is aware of no outstanding rights which interfere with the watershed restoration project. Notify the Recipient and the Service of planned or pending changes in ownership. A change of ownership shall not change the terms of this agreement. The agreement and terms will be in effect on the property for the period of the agreement.

5. coordinate with the Recipient to maintain the integrity and function of watershed restoration improvements as described in Attachments 1 and 2. Notify the Recipient regarding any problems or changes that would affect project activities.

B. The Recipient shall:

1. obtain all applicable Federal, State, and local permits for the project.
2. ensure that no project activities begin until notification has been received from the Service that all applicable Federal, State, and local regulations have been met and all necessary permits have been issued.
3. obtain permission from the Owner(s) or a designated agent before entering the project area.
4. implement the project and work to meet objectives specified in the Attachments 1 and 2, and the Cooperative Agreement.
5. submit progress reports and a final report to the Service 90 days after completion of the project.
6. periodically review the project area with the Owner(s), or a designated agent and/or the Service for purposes of monitoring effectiveness of the effort.

C. The Service shall:

1. provide funds in the amount of \$_____ to the Recipient for employment of workers, project implementation, and monitoring for work outlined in Attachments 1 and 2, and the Cooperative Agreement. Funds will be forwarded to the Recipient based upon receipt of invoices submitted to the Service for reimbursement of expenses. The Service is prohibited by law from making obligations that exceed available funds and, therefore, the Service can do only that work which is funded.
2. coordinate with the Recipient to obtain permission from the Owner(s) or a designated agent before entering the project area to review the project site before work begins, for gathering of information to prepare documents necessary for the project to meet federal environmental compliance requirements, and for monitoring the success and effectiveness of the restoration project. The Service assumes no jurisdiction of the premises by this agreement.
3. be available to provide the Owner (s) and Recipient with biological and technical assistance, and information.
4. be available to assist the Owner and Recipient in securing Federal, State, and County permits if required for the project.

V. MODIFICATIONS.

The Owner(s), Recipient and the Service may agree to other terms, conditions, and obligations which will require modification of this Agreement. The Agreement may be modified at any time by either of the four parties upon written concurrence of all.

Any act of nature, outside the control of all parties, that is substantive and results in partial or complete failure of the watershed restoration effort described in Attachments 1 and 2 and the Cooperative Agreement may be cause for modification or termination of this agreement.

VI. TERMINATION.

This Agreement may be terminated in writing by either of the three parties upon 30 days advance written notice delivered by certified mail or in person.

If the Owner(s) or Recipient remove project improvements or intentionally compromise the integrity of the project, or terminate the agreement before the end of the TERM OF THE AGREEMENT, the agreement will be terminated by the Service, and the Owner(s) or Recipient will be liable for repayment to the Service for the amount of invoiced funds specific to their portion of the project as per Cooperative Agreement #_____. Invoiced funds are those submitted to the Service for direct reimbursement to the Owner (s) or Recipient or a designated agent during the duration of the project.

VII. LIABILITY.

Each party agrees that it will be responsible for its own acts and the results thereof and will not be responsible for the acts of the other party and the results thereof.

VIII. LITERATURE CITED

USDA Forest Service, USDI Bureau of Land Management. 1994a. Record of decision for amendments to Forest Service and Bureau of Land Management planning documents within the range of the northern spotted owl. Standards and guidelines for management of habitat for late-successional and old-growth forest related species within the range of the northern spotted owl. Portland, Oregon: U.S. Dept. Of Agriculture (Forest Service), U.S. Dept. Of the Interior (Bureau of Land Management).

USDA Forest Service, USDI Bureau of Land Management. 1994b. Final supplemental environmental impact statement on management of habitat for late-successional and old growth forest related species within the range of the northern spotted owl. Portland, Oregon: U.S. Dept. Of Agriculture (Forest Service), U.S. Dept. Of the Interior (Bureau of Land Management). 2 vols and appendices.

IN WITNESS THEREOF, the parties have executed this Agreement on the day, month, and year last indicated:

Owner:

By: _____
(Signature)

Date: _____

Title: _____

Print Name: _____

Recipient:

By: _____
(Signature)

Date: _____

Title: _____

Print Name: _____

U.S. Fish and Wildlife Service:

By: _____
(Signature)

Date: _____

Title: Field Supervisor

Print Name: _____

ATTACHMENT 1:**Project Work Plan Summary**
*XYZ Project***Owner(s):**

Address:

City/State/Zip:

County:

Estimated Service Project Costs: \$**Owner Cost Share/In-Kind Services:****Projected Construction/Completion Dates:.****Estimated Project Size (i.e., acres, miles etc. of proposed work):****Project Description:**

ATTACHMENT 2:**Complete Project Work plan**
*XYZ Project***Location:****Project Recipient:.****Project Objective:****Detailed Project Description:**